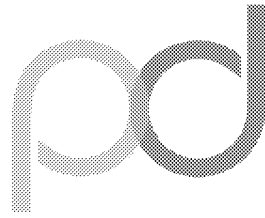


EXHIBIT 41



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Transcript of William Strein

Date: December 12, 2016

Case: Corcoran, et al. -v- CVS Pharmacy, Inc.

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Transcript of William Strein
Conducted on December 12, 2016

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

CHRISTOPHER CORCORAN, et al.,

Plaintiffs,

-against-

CVS PHARMACY, INC.,

Defendant.

Case No.: 3:15-cv-03504-YGR

101 Park Avenue

New York, New York

December 12, 2016

1:37 p.m.

DEPOSITION of WILLIAM STREIN, before

Sadie L. Herbert, a RPR and Notary Public

of the States of New York and New Jersey.

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A P P E A R A N C E S: (Cont'd)

MORGAN LEWIS & BOCKIUS LLP

ON BEHALF OF WITNESS:

1701 Market Street

Philadelphia, Pennsylvania 19103

BY: ERIC W. SITARCHUK, ESQ.

Phone 215.963.5840

Eric.sitarchuk@morganlewis.com

ALSO PRESENT:

CHARLES BOWMAN, Videographer

ALLISON STOLL, Express Scripts (via

telephonic conference)

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A P P E A R A N C E S:

HAUSFELD

ON BEHALF OF PLAINTIFFS:

1700 K Street N.W.

Suite 650

Washington, DC 20006

BY: RICHARD LEWIS, ESQ.

Phone 202.540.7200

Rlewis@hausfeld.com

WILLIAMS & CONNOLLY LLP

ON BEHALF OF DEFENDANT:

725 Twelfth Street, N.W.

Washington, DC 20005

BY: ENU MAINIGI, ESQ.

COLLEEN MCNAMARA, ESQ.

Phone 202.434.5186

Emainigi@wc.com

Cmcnamara@wc.com

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----- I N D E X -----

WITNESS EXAMINATION BY PAGE

WILLIAM STREIN MR. LEWIS 7, 152

MS. MAINIGI 144

MR. SITARCHUK 162

----- DIRECTION NOT TO ANSWER -----

PAGE: 12 What did Allison say?

16 During the time you were first

contacted in May, up until the

time you signed the declaration,

did someone ask you if the CVS HSP

price was considered a cash price

during the time you were vice

president at Medco, from 2008 to

2012?

17 And did you go over any documents

on that call?

----- E X H I B I T S -----

PLAINTIFF DESCRIPTION FOR I.D.

Exhibit 660 Subpoena 6

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Transcript of William Strein
Conducted on December 12, 2016

30 (117 to 120)

117	<p>1 charging routinely the membership fee was -- you</p> <p>2 accepted it as good faith?</p> <p>3 MS. MAINIGI: Objection.</p> <p>4 A Yeah, I think the company believed that</p> <p>5 if they attested as -- as themselves being a</p> <p>6 public company, that they would hold true to</p> <p>7 their word.</p> <p>8 Q But you took their word for it?</p> <p>9 MR. SITARCHUK: Objection.</p> <p>10 MS. MAINIGI: Objection.</p> <p>11 A I didn't personally.</p> <p>12 Q Medco took their word for it?</p> <p>13 MS. MAINIGI: Objection.</p> <p>14 MR. SITARCHUK: Objection.</p> <p>15 A I think Medco believed that it was</p> <p>16 being done, yes, it was --</p> <p>17 Q Did Medco have any data, statistical</p> <p>18 data verifying that CVS routinely, every year,</p> <p>19 collected membership fees from the members of</p> <p>20 the HSP program?</p> <p>21 MS. MAINIGI: Objection to form.</p> <p>22 A No, and we had no evidence to the</p> <p>23 contrary.</p> <p>24 Q Did you ask for the data from CVS?</p> <p>25 A No.</p>	119	<p>1 Q Correct.</p> <p>2 A That's fairly universal.</p> <p>3 Q Yes.</p> <p>4 A Yeah, I don't know of any.</p> <p>5 Q Now, you say at the bottom of your</p> <p>6 affidavit -- of your declaration in Paragraph 13</p> <p>7 that you made another determination in addition</p> <p>8 to the one you made in Paragraph 9, and I'll</p> <p>9 quote, you said, "Under this definition, Medco</p> <p>10 did not consider membership program prices to be</p> <p>11 applicable discounts to cash customers because</p> <p>12 pharmacies with a membership program required</p> <p>13 customers to pay a membership fee before they</p> <p>14 could access the program's special pricing."</p> <p>15 Do you see that?</p> <p>16 A Yes, I do.</p> <p>17 Q Now, the U&C definition in the manual</p> <p>18 uses the term "applicable discounts"; correct?</p> <p>19 A In -- in the 2009 to '12, yes.</p> <p>20 Q But the manual doesn't say anything</p> <p>21 during that time frame about whether an</p> <p>22 applicable discount includes membership fee</p> <p>23 programs; correct?</p> <p>24 A I don't see it there, no.</p> <p>25 Q Is there any document at Medco that</p>
118	<p>1 Q You didn't even ask for it?</p> <p>2 MR. SITARCHUK: Objection.</p> <p>3 A I didn't ask for it, no.</p> <p>4 Q Did anybody at Medco ever ask for it?</p> <p>5 A I do not know.</p> <p>6 MS. MAINIGI: Objection.</p> <p>7 Q Do you have any idea -- well, who was</p> <p>8 in charge of finding out, when you made this</p> <p>9 decision in Paragraph 9, whether the fee was</p> <p>10 enforced?</p> <p>11 A I don't know that anybody was charged</p> <p>12 with that as part of their job description.</p> <p>13 Q Did anybody care?</p> <p>14 MS. MAINIGI: Objection.</p> <p>15 MR. SITARCHUK: Objection.</p> <p>16 A My impression from the discussions in</p> <p>17 the staff meeting is yes, people believed that</p> <p>18 this was part of the responsibility of these</p> <p>19 plans, when they say they're going to collect</p> <p>20 the money, they do so.</p> <p>21 Q Other than believing CVS, did Medco</p> <p>22 take any action whatsoever to verify that the</p> <p>23 fee was routinely charged?</p> <p>24 MS. MAINIGI: Objection.</p> <p>25 A Any action whatsoever?</p>	120	<p>1 documents the decision that applicable discounts</p> <p>2 does not include membership fee programs?</p> <p>3 A I'm not aware of any.</p> <p>4 Q When you say in Paragraph 13, "...Medco</p> <p>5 did not consider membership program prices to be</p> <p>6 applicable discounts," what was the basis of</p> <p>7 that decision?</p> <p>8 A Again, it goes back to the fact that</p> <p>9 the members -- the -- the pharmacy-based</p> <p>10 membership programs represented a subset of --</p> <p>11 of our beneficiaries and others that was</p> <p>12 separate and distinct from the benefit that we</p> <p>13 administered.</p> <p>14 And if those members -- the pharmacy</p> <p>15 members who happened to be our beneficiaries,</p> <p>16 not take advantage of that, that was their right</p> <p>17 to do so.</p> <p>18 So it was a separate and distinct</p> <p>19 cohort, outside of our benefit plans that we</p> <p>20 administered.</p> <p>21 Q You understand that if the HSP price</p> <p>22 was included in applicable discounts, that that</p> <p>23 would drive down the U&C that CVS would have to</p> <p>24 report; correct?</p> <p>25 MS. MAINIGI: Objection.</p>

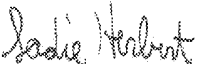
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Transcript of William Strein
Conducted on December 12, 2016

42 (165 to 168)

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2 STATE OF NEW YORK)
3) ss:
4 COUNTY OF NEW YORK)
5
6 I, SADIE L. HERBERT, a Registered
7 Professional Reporter and Notary Public, do
8 hereby certify:
9 That WILLIAM STREIN the witness
10 whose deposition is hereinbefore set forth, was
11 duly sworn by me and that such deposition is a
12 true record of the testimony given by such
13 witness.
14 No witness read and sign was
15 requested.
16 I further certify that I am not
17 related to any of the parties to this action by
18 blood or marriage; and that I am in no way
19 interested in the outcome of this matter.
20 IN WITNESS WHEREOF, I have hereunto
21 set my hand this 20th day of December 2016.
22 
23 _____
24 SADIE L. HERBERT

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